



## Weekender Management, Inc. Management Agreement

We are pleased that you are choosing Weekender Management to manage your vacation rental property. We want you to be fully informed about the services we provide and the terms on which we provide them.

This Agreement is important, and you should read it carefully. It contains information about your rights, remedies, and obligations when you use our Services.

### 1. PARTIES AND EFFECTIVE DATE.

This Vacation Rental Management Agreement (the “Agreement”) is between Weekender Management, Inc., a Delaware Corporation (“Weekender Management,” “we,” “us,” or “our”) and you (“you,” “your,” or “Owner”). This Agreement is effective when both parties have signed it (the “Effective Date”).

### 2. OVERVIEW OF OUR SERVICES.

**2.1 Overview.** Weekender Management provides full-service property management for short-term rentals (our “Services”) such as your property (the “Property”). These Services are delivered through our website, [www.weekendermanagement.com](http://www.weekendermanagement.com) (the “Site”), and third-party marketing platforms such as vacation rental sites and online travel agencies (OTAs), such as Airbnb and VRBO. You grant us the exclusive right to promote, list, and rent the Property through these channels. You may still promote the Property personally (e.g., to friends, family, or via social media), so long as all booking activity is directed through us and the advertised pricing matches our published rates.

**2.2 Services Provided.** Weekender Management will provide the services listed below on your behalf. This list is not exhaustive, and we may perform additional services as reasonably necessary to fulfill this Agreement.

**2.2.1 Guest Communications.** We will handle all communications with Guests and potential Guests from initial inquiry through post-stay follow-up. You agree not to communicate directly with Guests.

#### **2.2.2 Housekeeping.**

**2.2.2.1.** We will ensure the Property is cleaned, stocked, and prepared for each Guest. This includes routine cleaning, laundering linens, and replenishing consumables. Routine housekeeping between guests is funded through the Guest-paid cleaning fee and will not be billed to you. Deep cleans when needed (typically quarterly) and any additional costs caused by extraordinary circumstances—such as off-site laundry due to an unusable dryer—will also be billed to you.

**2.2.2.2** “Consumables” are items used up during a typical stay and replenished after each departure, such as coffee, paper towels, toilet paper, toiletries, and trash



## **Weekender Management, Inc. Management Agreement**

bags. Items not considered consumables—including propane, batteries, and light bulbs—will be replaced by us and billed to you. Utilities and trash services are also not consumables. We will determine which consumables will be regularly stocked at the Property.

**2.2.3 Maintenance.** We will coordinate maintenance for apparent, guest-impacting issues observed during turnovers or reported by Guests, including irregular repairs (such as clogged drains or broken hardware) and any regular services necessary to keep the Property guest-ready. Our in-house maintenance team will coordinate your maintenance needs and will bill at the rates set forth in our then-current Maintenance Pricing Schedule (Attachment B), which may be updated at any time without notice by posting them to our website. To ensure consistency and avoid conflicts with Guest stays, all maintenance for the Property must be coordinated through us. Nothing in this paragraph requires us to inspect for or assume responsibility for latent, structural, or general-upkeep maintenance needs.

**2.2.4 Marketing and Pricing.** As described in Paragraph 6.

**2.3 Excluded Services.** We do not handle capital improvements, major repairs or replacements, or any services requiring a contractor's license, including remodels, additions, or structural work. We likewise do not provide legal services of any kind. This list is non-exhaustive, and any service not typically associated with short-term rental operations is excluded unless specifically stated otherwise in this Agreement.

### **3. TERM AND TERMINATION.**

**3.1 Term.** The term of this Agreement begins when both parties have signed it. It continues on a month-to-month basis until terminated. You may terminate this Agreement at any time with ninety (90) days' written notice by email to [info@weekendermanagement.com](mailto:info@weekendermanagement.com). If you fail to provide the required notice, you will owe an amount equal to twice the Management Fee which we would have earned on any outstanding reservations secured as of the termination date.

**3.2 Deposit.** Unless you elect a one-year term or are coming to us from another management company, you must pay a \$950 deposit as an advance against startup costs, which shall include items such as (1) one smart lock; (2) one storage lock; (3) professional photographs, and (4) initial consumables. Any costs exceeding this amount will be deducted from future Owner payouts, and any unused balance will be credited to your account. We will not begin management until this deposit is received. The deposit for those coming from another management company is \$100.

**3.3 Outstanding Fees at Termination.** Upon termination, we may collect any outstanding balances using the payment method on file or by withholding them from your final payout. If those funds are insufficient, you agree to remit payment within seven (7) days of receiving an invoice.



## Weekender Management, Inc. Management Agreement

**3.4 Termination by Us.** Weekender Management may terminate this Agreement, with or without cause, at any time. If we terminate without cause, we will provide a transition period of up to thirty (30) days and will reasonably assist in transferring management. We are not liable for any damages, losses, or expenses resulting from termination, including transition costs.

**3.5 Twelve Month Option.** If you commit to a twelve (12)-month term beginning when the Property goes live—rather than proceeding month-to-month—Weekender Management will cover certain onboarding costs, namely (1) one smart lock, (2) one storage closet lock, (3) professional photographs, (4) initial consumables, and (5) initial cleaning. The locks and photographs will remain our property. Early termination also requires payment of a termination fee equal to the Management Fee on all reservations secured as of the termination date (excluding those scheduled after the later of ninety days from the termination date and the date the twelve-month term would have ended). The initial deposit for this option is \$100 instead of the standard \$950.

## 4. AUTHORITY AND ELIGIBILITY.

You represent and warrant that you are at least 18 years old, that you own the Property (or have written, notarized authorization from the owner), and that you have full authority to enter into this Agreement without the approval of any other party. We may request verification of your identity or ownership. If a dispute arises regarding ownership or your authority—such as a disagreement among co-owners or due to divorce or death—we may suspend or terminate Services and cancel future Bookings, which will be treated as Owner Cancellations under Paragraph 10. It is your responsibility to resolve any such disputes to our satisfaction before Services can resume.

## 5. OWNER OBLIGATIONS.

**5.1 Right to Repair.** We may arrange ordinary repairs at your expense as needed for efficient property operations. In emergencies or to prevent significant harm (e.g., loss of booking revenue from guest relocation), we may proceed without approval. For non-emergency repairs over \$500, we will obtain your approval and may require prepayment. This service is provided as a courtesy and does not shift responsibility for the Property's condition to us.

**5.2 Property.** You are solely responsible for the condition of your Property, including its maintenance and upkeep. You understand that renting your home to Guests may lead to wear and tear and/or damage to your Property. You accept all risks related to renting your Property and understand that, as between you and us, you are solely responsible for your Property.

**5.3 Failure to Maintain.** If you fail to maintain your property in a condition that, in our sole discretion, falls short of acceptable standards for Guests, we may make reasonable accommodations or reimbursement to satisfy Guests who have Bookings with your Property, and we will charge the cost of such accommodation or reimbursement to you by deducting it from your Owner Payout (as defined in Paragraph 9) or otherwise debiting your account.



**5.4 Compliance with Laws and Regulations.** Short-term and vacation rentals are restricted, regulated, or even prohibited in some areas. You are responsible for ensuring that, and represent, warrant, and covenant that, the Property and its use for short-term and vacation rentals through our Services complies with all laws, regulations, and other restrictions or limitations at all times and that you and the Property have all required permits, licenses, or permissions. If you become aware of any law, regulation, or restriction applicable to your Property, you must promptly notify us. You are responsible for paying any fines, penalties, or other costs of noncompliance. Any efforts that we may make to secure necessary licenses on your behalf are done as a courtesy—regardless of whether or not we charge an extra fee for this service—and do not impose on us any of the responsibilities and obligations outlined in this Paragraph 5.4.

**5.5 Damage to Personal Property.** You understand that any personal property or possessions stored in or left in your Property should not be left unsecured, and we assume no liability for any loss or damage resulting from Guests who book your Property through our Services. Recognizing that the nature of short-term rentals makes it difficult to determine exactly who may have broken or removed an item—thus making it difficult to charge a Guest for any such action—you further agree not to leave items of sentimental or significant monetary value unsecured in your Property. You further agree not to leave materials of a nature unsuitable or unsafe for Guest occupancy in your Property including without limitation weapons of any kind.

**5.6 Startup Expenses.** There are a number of expenses associated with preparing a property to begin operating as a short-term rental. These expenses include, but are not limited to, the initial cleaning of the Property, securing any required hotel/tourism tax license and tax remission services, the purchase and installation of an exterior smart lock compatible with our automated systems, the purchase and installation of a noise monitor, and the purchase and installation of an interior lock necessary for creating a locked storage closet. In addition, while we will replenish all cleaning supplies and consumables at our own expense, you are responsible for the first purchase of consumables necessary for onboarding the property unless provided otherwise in this Agreement. These initial costs will be at your sole expense, unless stated otherwise in this Agreement.

**5.7 Maintenance Reserve and Reimbursement.** You authorize us to hold \$500 in reserve per property we manage on your behalf to cover any maintenance or other necessary expenses associated with managing your property. You understand that your Owner Payout may be reduced where necessary to maintain this reserve balance at \$500. Should your account balance ever drop below \$0, you authorize us to debit your bank account or credit card on file to maintain the balance at \$0. In the event of such event, we will send an invoice at least three calendar days before charging your card or account. Upon termination of this Agreement, any remaining reserve funds will be refunded within ninety (90) days of the Termination Date, unless we reasonably believe that additional charges related to your property are still pending. In such cases, the refund will be issued once all outstanding expenses have been settled.



**5.8 Insurance Requirements.** We are not obligated to maintain insurance for your Property. You must obtain and maintain sufficient insurance for the Property, its contents, and related activities. Please note that most standard homeowner's insurance policies and many landlord insurance policies do not cover short-term rentals without a special rider. You agree to name Weekender Management as an additional insured and to provide proof of coverage upon request.

**5.9 Accidental Damage Protection Program.** As a courtesy, we offer an optional Accidental Damage Protection Program governed by the Terms in Attachment C. Please note that we offer this as a courtesy, and we may choose to discontinue the Protection Program at any time. **THIS PROTECTION PROGRAM IS NOT INSURANCE.** It provides the services described in the attached Terms & Conditions in consideration of a fee collected at the time of booking.

**5.10 Owner Provided Cameras.** You must disclose to Weekender Management, in advance and in writing, the existence and location of any security cameras, video doorbells, noise monitors, or other devices capable of recording or accessing audio, video, or environmental data, including items such as Amazon Echo devices ("Owner-Provided Cameras"). Weekender Management will not manage, monitor, maintain, charge, troubleshoot, integrate, or otherwise take responsibility for any Owner-Provided Cameras. Owner is solely responsible for ensuring that all Owner-Provided Cameras comply with applicable laws and OTA policies. Weekender Management may move, deactivate, or disable any Owner-Provided Cameras as necessary to comply with those laws or platform rules.

## **6. MARKETING AND BOOKING.**

**6.1 Our Marketing.** We will create your Property listing using information you provide and photographs we commission ("Weekender Management Photos"). We may publish the listing on our Site, third-party marketing channels, and OTAs. We retain permanent, non-exclusive rights to all photographs. Upon termination, you receive non-exclusive rights to use them only if you have reimbursed us for all start-up costs or completed any applicable twelve-month commitment under Paragraph 3.5. We retain the right to continue to use such photos in our existing or future marketing materials.

**6.2 Bookings.** We may accept or decline reservations ("Bookings") at our discretion and without prior notice to you. You agree to honor all Bookings made under this Agreement.

**6.3 Availability Calendar.** If you retain personal use of the Property, you must keep your availability calendar up to date in your Owner's Portal. We will rely on this information when accepting Bookings. If a conflict arises due to your failure to update the calendar, you must honor the Booking.

### **6.4 Rental Rates and Booking Terms.**



**Weekender Management, Inc.  
Management Agreement**

**6.4.1 Base Rates.** We have exclusive authority to set rental rates (“Base Rates”), minimum stay requirements, and all Guest payment, cancellation, discount, and refund policies. Rates and policies may vary across marketing channels and may be adjusted dynamically without notice. Fees charged per stay—including, without limitation, cleaning fees, pet fees, damage waivers, and add-on service fees—are separate from the Base Rate and also determined by us. You must inform us promptly of any HOA or regulatory requirements affecting minimum pricing or minimum stay rules.

**6.4.2 Pets.** Unless you inform us of your desire not to allow pets when executing this Agreement, we will establish the appropriate Pet Policies for your property for the purpose of maximizing revenue. We will also set appropriate Pet Fees, if any. **You understand that a decision to disallow pets may have a significant negative impact on your Property’s revenue and will void the Income Guarantee as outlined in Paragraph 12 below, if applicable.** You further understand that regardless of the pet policy, we must by law allow service animals to stay at the property.

**6.4.3 OTA Fees.** Guests may be charged fees by OTAs for using their platforms. These fees are charged directly to the Guest, and we do not control or receive them. You are responsible for any host-side OTA fees.

**6.5 Minimum Rate Election.** Our pricing strategy is designed to maximize your total annual revenue, not simply the rate achieved on any individual night. This process is complex and may involve accepting lower rates on certain dates—particularly in low-demand periods—to increase visibility, improve search ranking, and secure bookings for higher-value dates later. Because setting nightly prices above market levels can reduce visibility and lead to substantial losses on future high-income nights, we strongly discourage owners from setting their own minimum nightly rates. You may review a detailed explanation of this policy at <https://www.weekendermanagement.com/setting-rates>. Owners who nevertheless wish to impose a minimum nightly rate may elect to do so under the following conditions:

**6.5.1 Minimum Rate Limit.** The minimum nightly Base Rate you set may not exceed the greater of (1) \$150, and (2) 1/365 of AirDNA’s annual revenue projection for the Property as provided in Section 12.2 below.

**6.5.2 Monthly Fee Requirements.** Because imposing a minimum nightly rate materially decreases total annual revenue, increases vacancy, and limits our ability to optimize performance, notwithstanding any other provision in this Agreement, you will be required to pay the \$99 monthly software fee, regardless of whether you use the Property personally.

**6.5.3 Income Guarantee Exclusion.** The Income Guarantee described in Paragraph 12 does not apply to Properties for which a minimum nightly rate has been elected. If you elect this option at any time after signing, the election retroactively voids the Income Guarantee.



## Weekender Management, Inc. Management Agreement

**6.5.4 Effect on Twelve-Month Commitment Clients.** If you are within an active twelve-month commitment under Paragraph 3 and elect to set a minimum nightly rate prior to the expiration of that term, you must first reimburse us for all startup costs. The minimum-rate election will not take effect until full reimbursement is received.

**6.5.5 Account Balance Requirement.** You may not make this election if your Owner account has a negative balance.

**6.5.6 Timing of Election.** You may make this election at any time, subject to the requirements in this Paragraph 6.

**6.6 Multiple Listing Service (MLS).** At our discretion, we may list the Property on the MLS. If a cooperating real estate agent procures a Guest or tenant, we will pay the required commission on your behalf and deduct it from your Owner Payout. Note that we typically only utilize the MLS for properties with a minimum stay of at least thirty (30) nights.

## 7. PERSONAL USE OF YOUR PROPERTY.

**7.1 Personal Use.** You may reserve the Property for personal use for no more than thirty (30) total calendar days and eight (8) weekend days per year for no additional fee. However, you may reserve the right to use the property personally an unlimited number of days per year in exchange for paying a \$99 per month software fee (designed to cover our overhead). This election may be changed once every twelve (12) months.

**7.2 Owner Stays.** After your stay at your Property, we will charge the normal cleaning fee against your Owner Payout. Late check-out disrupts operations and increases our expenses and so will result in the same late check-out fee charged to Guests. We ask that you block off an additional day for personal use if you desire to checkout after the normal checkout time.

## 8. OUR MANAGEMENT FEE.

**8.1 Commission & Management Fee.** In exchange for our Services, we will charge a percentage of the Base Rate your property earns (our “Commission”), unless modified with notice under Paragraph 8.4 or stated otherwise by another provision in this Agreement. The Base Rate shall mean the aggregate of all revenues and income derived directly or indirectly from the operation of the Property, excepting only taxes and fees. “Fees” generally refers to per-stay charges rather than nightly amounts (such as cleaning fees or damage waivers). We are entitled to 100% of all Fees, except for third-party fees (such as Airbnb’s host fee). Our Commission and the fees are collectively the “Management Fee.” Taxes and third-party guest fees charged to the Guest are not part of the Base Rate and do not affect the calculation of the Management Fee in any way. Owner will bear the full cost of any Third-Party Fees and commissions charged to you or us, as opposed to directly to the Guest.



**Weekender Management, Inc.  
Management Agreement**

**8.2 Expenses.** The Management Fee compensates us for our Services only; you are responsible for all Property-related expenses unless this Agreement explicitly provides otherwise. These expenses may include irregular costs, such as maintenance, and regular costs, such as tax-remittance services.

**8.3 Collection of Our Management Fee.** We will deduct the Management Fee, expenses, and taxes directly from guest payments before issuing your Owner Payout. We may also collect any amounts owed under this Agreement as described in Paragraph 9.

**8.4 Changes to Our Fees.** We may modify the Commission or Management Fee structure by giving at least 30 days' notice. If you disagree, you may terminate under Paragraph 18.7. If you continue using our Services after the effective date, you accept the revised fees. If you choose to terminate, we may continue managing the Property at the prior rate for up to 90 days to assist with the transition. We will not increase the Commission during any twelve-month commitment period you have elected, if applicable.

**8.5 Design and Preparation Services.** If requested, we may assist with design, setup, or furnishing. Fees for these services will be negotiated separately and are in addition to all fees in this Agreement.

**8.6 Onboarding Fee.** You agree to pay a one-time, \$500 onboarding fee. This fee shall be deducted from your first Owner Payout. This fee shall be non-refundable, unless Weekender Management terminates this Agreement without cause within 90 days of the Effective Date.

**9. OWNER PAYOUTS AND PAYMENT TERMS.**

**9.1 Owner Payouts; Timing.** We will issue Owner Payouts after deducting the Management Fee and all other authorized charges. Payouts are initiated weekly, but we reserve the right to delay the distribution of funds so long as the delay is reasonable. In all cases, payouts will occur no less than once per month, and you will receive a monthly itemized statement of income and expenses.

**9.2 Deductions; Set Off.** We retain the right to set off or deduct from an Owner Payout any amount owed by Owner to Weekender Management pursuant to this Agreement. Your Owner Payout may be delayed or canceled for purposes of preventing unlawful activity or fraud, risk assessment, security, or investigation if deemed necessary in our sole discretion, so long as such a determination is reasonable.

**9.3 Bank Account Information.** We will deliver your Owner Payout through direct deposit into your bank account. You are required to have and maintain an open bank account to receive these deposits. You agree to provide us with the required bank account information. You acknowledge that we will not deliver your Owner Payout by check or through any other means other than direct deposit.



## Weekender Management, Inc. Management Agreement

**9.4 Credit Card or Bank Account on File.** You may be required to keep a valid credit card or bank account on file. You authorize us to charge any amounts owed that cannot be collected from Guest payments or Owner Payouts, plus a 3% convenience fee for credit card transactions. You must keep all payment information current.

**9.5 Collection Actions.** We reserve the right to place your account on hold, suspend our Services, and/or terminate this Agreement if you are overdue in paying us any amounts due. Declined, refused, and/or returned payments may result in a \$50.00 service charge payable immediately. Notwithstanding anything else herein, if you fail to pay any amounts owed to us under this Agreement, we reserve the right, on our own or through a third-party collection agency, to initiate a collection action against you to recover such funds. In such event, you agree to pay all costs and expenses, including, without limitation, reasonable attorneys' fees and other expenses, incurred by or on behalf of Weekender Management in connection with the collection action.

## 10. OWNER CANCELLATIONS.

**10.1 Owner Cancellation Policy.** You agree to honor all Bookings. Any Booking you cancel for any reason—or that we cancel because the Property is not maintained to acceptable standards or because you breached this Agreement—constitutes an Owner Cancellation. In such cases, we may, at our discretion, issue refunds, travel credits, or alternative accommodations to Guests at your expense.

**10.2 Notice.** You must promptly notify us of any Owner Cancellation.

**10.3 Owner Cancellation Charge.** For each Owner Cancellation, you will be charged, in addition to any expenses we incur, the greater of (i) twice the Management Fee that would have been earned on the canceled Booking, and (ii) \$250.

**10.4 Cancellations for Termination.** Reservations canceled due to termination of this Agreement are governed by Paragraph 3. Penalties under this Paragraph 10 apply to any cancellations that violate the termination terms in Paragraph 3.

## 11. TAX.

We will collect, report, and remit all required sales, lodging, occupancy, tourist, or similar taxes (“Occupancy Taxes”) on booking revenue, using either our own systems—at a charge of \$20 per listing per month—or a third-party vendor at your expense. You are solely responsible for determining, reporting, and remitting all other taxes related to the Property, including real and personal property taxes, ad valorem taxes, and any sales taxes unrelated to booking revenue, as well as any income tax obligations arising from Bookings or Owner Payouts. We do not provide tax advice.



## **12. OUR GUARANTEE.**

**12.1 Our Advertised Guarantee.** “We’re so confident in our ability to maximize your property’s performance, that if we don’t meet or surpass AirDNA’s projected income for your property in the first year, we will credit you the difference, up to \$5,000.”

**12.2 AirDNA.** The income guarantee we provide is determined by the figure from AirDNA on the date we send you this Agreement. We are not affiliated with AirDNA except as users of its product. To understand more about AirDNA, see <https://www.airdna.co>. The income amount for your Property that we guarantee in the first year, as per this Paragraph 12 (Guaranteed Income) is \$\_\_\_\_\_.

**12.3. Income.** Guaranteed Income includes all revenue the Property generates—accommodation charges and both Weekender Management and third-party fees—excluding taxes. (Refunds issued for valid free-cancellation-period guest cancellations do not count toward Guaranteed Income. All other refunds or chargebacks do count as revenue for Guarantee purposes.) Your actual payout may be lower due to Management Fees, maintenance, cleaning, and operational expenses.

**12.4 Guarantee Period.** The Guarantee applies only to the first year, beginning on the first guest stay after the Property becomes active, and does not renew. It does not apply to contracts signed before August 29, 2023, or contracts to which the Guarantee did not apply at the original time of the execution of the Agreement.

**12.5 Limitations and Exclusions.** This guarantee is not absolute and shall not apply if: (a) the Property is subject to minimum-stay requirements (e.g., HOA or municipal rules or regulations); (b) the Property is not continuously available and rent-ready (except for up to 7 cumulative days for emergency maintenance or resulting from events such as fires, acts of God, or regulatory actions); (c) significant amenities are removed or become unavailable (e.g., hot tub, fence); (d) significant change in conditions affecting the Property (e.g., commencement of significant construction, nuisance conditions, pandemic, war, or acts of terror); (e) you elect to set a minimum nightly rate or retain the right to use the property personally; and (f) the Property was previously managed by us, unless beneficial ownership has changed.

**12.6 Maintenance Considerations.** For emergency-maintenance downtime, Guaranteed Income is reduced by one cleaning fee per consecutive block plus the greater of: (1) the nightly rate for the affected nights, or (2) \$100 per night.

**12.7 Form of the Guarantee.** If your property doesn’t achieve the Guaranteed Income during the Guarantee Period, you will receive credits toward future management commissions. These credits shall equal the difference between the Guaranteed Income and the actual income, but in no event shall the Guarantee Payout exceed \$5,000 (Guarantee Limit).



**12.8 Effect of Contract Termination.**

12.8.1 Both parties retain the right to terminate this Agreement as provided elsewhere in this Agreement. If you terminate this Agreement for any reason or we terminate this Agreement for cause during the Guarantee Period, the Guarantee is permanently void.

12.8.2 If we terminate without cause, Guaranteed Income and the \$5,000 Guarantee Limit will be prorated, and we will pay any shortfall (up to that prorated Guarantee Limit) in twelve monthly installments. For example, if the Guaranteed Income for your property is \$40,000 and we terminate without cause after six months, the prorated Guaranteed Income shall be \$20,000. If your actual income during that period was \$10,000, we will pay you \$2,500, the prorated Guarantee Limit, since the difference between the actual income and the prorated Guaranteed Income exceeds the prorated Guarantee Limit. If, however, your actual income was \$19,000, we will pay you \$1,000.

12.9 Effect of Delays Due to Licensing Process. If licensing requirements prevent short-term rental activity, the Guarantee Period begins on the first stay after the license is issued. If that start date is more than 180 days after the Effective Date, however, the Guarantee will be void.

12.10 Responsibility of Notice. You agree that you must claim the Guarantee in order for it to be valid. We shall not be responsible for independently tracking your Property's progress toward the Income Guarantee. In order to claim the benefits of the Income Guarantee, you must notify us of your intention to do so within ninety (90) days of the end of the Guarantee Period. We shall then have thirty (30) days to determine the accuracy of your claim and issue the appropriate credit, if applicable.

**13. NO ATTORNEY-CLIENT RELATIONSHIP.**

Owner acknowledges, consistent with Rule 5.7 of the Arkansas Rules of Professional Conduct and similar rules in other jurisdictions, that although our principal broker is a licensed Arkansas attorney, Weekender Management does not provide legal services, no attorney-client relationship is created with Weekender or any associated attorney, and attorney-professional-conduct rules governing client-lawyer relationships do not apply.

**14. LIMITATION OF LIABILITY.**

TO THE FULLEST EXTENT PERMITTED BY LAW, WEEKENDER MANAGEMENT, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, CONSULTANTS, AND ANY THIRD-PARTY PROVIDERS (COLLECTIVELY, THE "WEEKENDER MANAGEMENT GROUP") WILL NOT BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OUR SERVICES, ANY BREACH BY YOU OR A THIRD PARTY, OR ANY INTERACTION



BETWEEN OUR SITE AND ANY THIRD-PARTY SITE OR TOOL, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE). IF YOU ARE DISSATISFIED WITH OUR SERVICES OR DISAGREE WITH ANY PART OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING OUR SERVICES. IN ALL CASES, THE MAXIMUM LIABILITY OF THE WEEKENDER MANAGEMENT GROUP TO YOU OR ANY THIRD PARTY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OUR SERVICES IS LIMITED TO THE GREATER OF (A) THE TOTAL FEES YOU PAID TO US IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) \$100 IN THE AGGREGATE.

## **15. RELEASE AND INDEMNIFICATION.**

You agree to release the Weekender Management Group and its related parties from any and all claims, liabilities, or demands arising out of or relating to any dispute with a third-party provider, third-party website, or your use of our Services. You further agree to indemnify, defend, and hold harmless the Weekender Management Group from any claims, losses, costs, or expenses (including attorneys' fees) arising from your use of our Services; any communication, transaction, or dispute involving you and any Guest, user, or third party; any use of third-party tools or services; any interaction between our Site and any third-party website; or any breach by you of this Agreement or your representations herein. You will cooperate fully in any defense. However, you are not required to indemnify or hold harmless any Indemnified Party to the extent a claim results from that party's own actions or inactions. We may, at our expense, assume exclusive control of any matter subject to indemnification, and you may not settle any such matter without our written consent.

## **16. DISPUTES, ARBITRATION, AND JURISDICTION.**

16.1 Any dispute arising under this Agreement or our services will be resolved by binding arbitration on an individual basis (no class or consolidated actions) in accordance with the Consumer Rules of the American Arbitration Association. All rights to a jury trial or to participate in a class action are waived by both parties. Either party may instead bring an individual claim in small claims court if eligible. The arbitrator may award any relief a court could, and the arbitration decision may be entered as a judgment in court. This arbitration agreement is governed by the Federal Arbitration Act and will survive termination of the contract.

16.2 If for any reason a Claim or any other legal action between us proceeds in court rather than in arbitration, we each irrevocably and unconditionally agree that neither of us will commence any action, litigation, or proceeding of any kind whatsoever against the other in any way arising from or relating to this Agreement or our Services in any forum other than the courts of the State of Arkansas sitting in Benton County—or, if in a federal court, the Western District of Arkansas, Fayetteville Division—and any appellate court thereof. We each irrevocably and unconditionally submit to the exclusive jurisdiction of said courts. We each also agree that a final



judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

16.3 This Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“FAA”), AAA Rules, federal arbitration law, and the laws of the State of Arkansas without regard to conflict of laws principles. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law.

16.4 Our right to modify or amend this Agreement, in whole or in part, per Paragraph 18.7 below, does not apply to this “Disputes and Arbitration” Paragraph. The version of this “Disputes and Arbitration” Paragraph in effect on the date you last accepted this Agreement controls.

## **18. GENERAL.**

18.1 Entire Agreement. This Agreement constitutes the entire agreement between you and Weekender Management and supersedes all prior agreements. Section headings are for convenience only. If any provision is found invalid, the remainder will remain in effect, and any partially invalid provision will remain enforceable to the extent permitted.

18.2 Assignment. We may assign this Agreement at our discretion. You may assign it only with our prior written consent. Any assignment by you voids the Income Guarantee. Existing reservations survive your assignment of this Agreement and therefore does not of itself invoke the provisions Paragraph 10 (Owner Cancellations).

18.3 Force Majeure. We are not responsible for delays or failures caused by events beyond our reasonable control, including natural disasters, government actions, labor disputes, technology failures, or other unforeseen circumstances.

18.4 Effect of Waiver. No waiver of any breach of any term, covenant, agreement, restriction, or condition of this Agreement shall be construed as a waiver of any succeeding breach of the same or any other covenant, agreement, term, restriction, or condition of this Agreement. The consent or approval of either party to or of any action or matter requiring consent or approval shall not be deemed to waive or render unnecessary any consent to or approval of any subsequent or similar act or matter.

18.5 Notices. You can contact us and/or provide any notice under this Agreement at [info@weekendermanagement.com](mailto:info@weekendermanagement.com) or by mail to “Weekender Management Legal” at Weekender Management, Inc., 200 SE 6th St, Suite 108, Bentonville, Arkansas 72712. We can provide notice under this Agreement by contacting you at the Owner email address and/or the Owner mailing address that you provide in your Owner’s portal.

18.6 Modification of this Agreement. We reserve the right to modify this Agreement at any time in accordance with this provision. If we make changes to this Agreement, we will post



**Weekender Management, Inc.  
Management Agreement**

the revised Agreement on the Site and provide you with notice of the modifications by email at least thirty (30) days before the date they become effective. If you disagree with the revised Agreement, you may terminate this Agreement pursuant to the terms of Paragraph 3 of this Agreement. In such a case, the Agreement in place at the time you provided your notice will remain in effect until your Agreement terminates. If you do not terminate your Agreement before the date the modifications become effective, your continued access to or use of our Services will constitute acceptance of the revised Agreement.

**18.7 Electronic Signatures.** The Parties agree that this Agreement may be executed electronically, and that electronic signatures delivered by email or any other agreed-upon method have the same legal effect, validity, and enforceability as handwritten signatures. An electronic signature constitutes the signing Party's intent to be bound by this Agreement. Each Party may retain electronic copies of this Agreement and any electronically signed documents, which shall be deemed originals for all purposes.



**Weekender Management, Inc.**  
**Management Agreement**

Do you wish to commit to a twelve-month term in exchange for our covering startup expenses as provided in Paragraph 3.5? Yes No

Do you wish to use your property personally more than thirty (30) calendar days or eight (8) weekend days per year as provided in Paragraph 7.1? (\$99 software fee applies) Yes No

Commission Rate: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Anticipated Go Live Date: \_\_\_\_\_

Do you wish to allow pets?: \_\_\_\_\_

Address of Property(ies): \_\_\_\_\_

\_\_\_\_\_  
Owner

WEEKENDER MANAGEMENT, INC.

By \_\_\_\_\_  
Richard Garrett Ham, Jr.  
Principal Broker

FOR WEEKENDER RECORDS ONLY:

Reviewed by Maintenance: \_\_\_\_\_

Reviewed by Property Management: \_\_\_\_\_



**Weekender Management, Inc.**  
**Management Agreement**

**ATTACHMENT A**

I hold the property that is subject to this Agreement (choose one):

**In my personal capacity.** If you hold the rights to this property in your own name, then the provisions of this Attachment A do not apply to you.

**In an LLC, LLP, corporation, trust, or other legal entity.** If you hold this property in an LLC, LLP, corporation, trust, or other entity or if you are signing this Agreement on behalf of any such legal entity, then you hereby agree to be jointly and severally liable and personally guarantee the payment of all fees and costs as outlined in this Agreement and the performance of all duties under this Agreement, on behalf of said entity.



## **ATTACHMENT B**

### **Labor**

- Standard Labor: \$50.00 per hour
- After Hours Labor: \$75.00 per hour

### **HVAC**

- Seasonal Tune-Up: \$175.00 per system to be performed quarterly
- Filter Replacement: \$10.00 plus cost of filter
- Minor Repairs: \$75.00 per hour plus materials
- After Hours Labor: \$110.00 per hour

### **Plumbing**

- Minor Repairs/Clog Removal: \$65.00 per hour plus materials
- After Hours Minor Repairs/Clog Removal: \$95.00 per hour plus materials
- Fixture Replacement (faucet, toilet, etc.): \$75.00 per hour plus materials

### **Electrical**

- Fixture Replacement (light, ceiling fan, etc.): \$75.00 per hour plus materials
- Outlet/Switch Replacement: \$50.00 per hour plus materials

### **Trash**

- Weekly Can-To-Curb Service: \$50 per month
- Excess Trash Haul Away: \$75 per load

### **Miscellaneous**

- All hourly rates are billed in fifteen-minute increments with a one-hour minimum.
- Standard hours are 9:00 am to 5:00 pm, Monday through Friday. Any work performed outside of these hours will be considered after hours labor.
- Costs of outside vendors are billed separately at cost plus a 10% administrative fee (waived in Missouri).
- Time spent gathering quotes for projects at the owner's request will be billed at \$50 per hour.



## **ATTACHMENT C**

### **Terms & Conditions – Weekender Accidental Damage Protection**

#### **INTRODUCTION**

This Weekender Accidental Damage Protection Program (the “Protection Program”) is offered as an additional service by Weekender Management, Inc., a Delaware corporation (“Weekender Management”), to owners of certain vacation and other short-term rental properties as one of the services pursuant to the Weekender Management Standard Management Agreement as outlined at <https://www.weekendermanagement.com/full-service-contract/> (“Management Agreement”). These Terms & Conditions are incorporated as part of the Management Agreement and is subject to modification on the same terms as the Management Agreement.

This Protection Program provides protection for certain damages to the rental premises identified in these Terms & Conditions that are sustained during such rental, and replacement of any furnishings that are damaged during such rental which cannot be repaired.

**THIS PROTECTION PROGRAM IS NOT INSURANCE. It provides the services described in these Terms & Conditions in consideration of a fee collected at the time of booking. The Protection Program is limited and available only to Weekender Management clients under the terms outlined in these Terms and Conditions.**

#### **SUMMARY OF OWNER BENEFITS**

- **Peace of Mind for Accidents:** You can rest easy knowing that **accidental damages caused by Guests are covered up to \$10,000 each year (\$2,500 per incident/reservation)** for your property. If a Guest unintentionally breaks or damages something, Weekender will handle it—your investment is protected and you won’t be stuck with surprise bills. In short, we’ve “got your back” on those inevitable little accidents that come with renting out your home on a short-term basis.
- **No Cost to You:** This protection comes included as part of Weekender Management’s service. Owners do not pay extra for this coverage; built into the Guest’s rate, each reservation contributes to fund this program. Unlike buying an insurance policy or warranty, you aren’t paying premiums—it’s a value-added service. It’s essentially a bonus safety net for owners.
- **No Security Deposit Hassles:** We’ve eliminated the need for traditional security deposits from Guests in most cases, thanks to this program. Security deposits can deter bookings and create extra work (holding funds, then refunding them if no damage). With Weekender, the process is smoother—Guests face fewer upfront costs, which can boost bookings, and you still have protection in place. This means a better Guest experience (no



large hold on their credit card) and less administrative work for everyone, all while you remain protected against damages.

- **Fast, Easy Claims Process:** If an accident occurs, Weekender handles the entire claims and repair process for you to ensure your property is back to top shape and ready for the next Guest without delay. You save time and money, as we coordinate everything.
- **Deductible Assistance for Big Incidents:** On the very rare occasion that a Guest causes a major incident, we will still be there to help. We'll contribute up to \$1,000 toward your homeowner's insurance deductible if you have to make an insurance claim for a Guest-related damage. This means even in worst-case scenarios, we reduce your out-of-pocket expense.
- **Protecting Your ROI and Property Condition:** By covering and promptly addressing accidental damage, Weekender helps maintain your property's condition and your revenue. Minor damages are fixed at no cost to you, ensuring your home stays in great shape and your next Guests continue to give 5-star reviews. You won't have lingering damage or deferred maintenance just because a Guest couldn't be charged. Ultimately, this service preserves the long-term value of your property and keeps your rental income flowing smoothly, with minimal disruptions.

## **DEFINITIONS**

A. In this Protection Program, "you" and "your" refer to the Property Owner shown in the Management Agreement. "We," "us," and "our" refer to Weekender Management.

B. The following capitalized words and phrases are defined as follows:

1. **Aircraft** means any contrivance used or designed for flight including any parts whether or not attached to the aircraft, including model or hobby aircraft and drones.
2. **Bodily Injury** means bodily harm, sickness or disease, including required care, loss of services and death resulting therefrom.
3. **Business** includes trade, profession, or occupation with the sole exception being **Vacation Rentals** as transacted by **Weekender Management**.
4. **Hovercraft** means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flare craft and air cushion vehicles.
5. **Watercraft** means a craft principally designed to be propelled on or in water by wind, engine power or electric motor.
6. **Motor Vehicle** means:
  - a. a motorized land vehicle designed for travel on public roads or subject to motor vehicle registration;



- b. a trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration;
  - c. a motorized golf cart, snowmobile, or other motorized land vehicle owned by any Beneficiary and designed for recreational use off public roads; and
  - d. any vehicle while being towed by or carried on a vehicle included in 6a, 6b, or 6c
7. **Vehicle** means Aircraft, Hovercraft, Watercraft, or Motor Vehicle (and any similar item) collectively.
8. **Guest** means the person(s) renting the **Premises**, their immediate family, and anyone member of the party staying on the Premises while residing at the **Premises**.
9. **Premises** means the unit shown as the property in the **Management Agreement**, and any other structures on the grounds of the Premises and used by the Guest as a residence.
10. **Property Damage** means physical injury to or destruction of tangible property. Loss of rents is not covered by this Protection Program.
11. **Property Owner** means the legal, registered owner of the **Premises**.
12. **Protection Program** means the terms and conditions as set out in this document.
13. **Rental Agreement** means the executed and legally binding contract for rental of the **Premises**.
14. **Vacation Rental** means a furnished house, apartment, or condominium rented to **Guest** on a temporary basis. **Vacation Rental** does not include any premises used as a **Business** by **Property Owner**.

#### **Coverage Provided:**

Weekender Management will **cover the cost for accidental, Guest-caused damage** to the Premises that occurs during a Weekender-managed short-term rental stay, subject to the conditions and limits below. Coverage is provided up to a maximum of **\$10,000 per property per year (\$2,500 per incident/reservation)** for eligible damages. This program is designed to cover minor to moderate accidental damage so that Owners don't have to worry about small claims or out-of-pocket expenses for repairs.

This program is not designed to cover events typically covered by insurance, which includes, but is not limited to, (1) fire; (2) flood; or (3) intentional vandalism. However, if one such incident occurs as a result of verifiable Guest behavior, Weekender Management will reimburse you for the amount of your insurance deductible, up to \$1,000, so long as the event is covered by your insurance. Such reimbursement counts against your annual maximum coverage. Incidents not directly caused by Guests, such as electrical fires or acts of God, are not covered.

The \$10,000 annual limit is an aggregate cap per property in each calendar year; once this limit is reached for a given property, any further damages in that year would be the Owner's responsibility (or covered by the Owner's insurance). The cap resets annually on January 1<sup>st</sup>. If the Premises is only available for part of the year, the coverage amount will be prorated as described below.



## Weekender Management, Inc. Management Agreement

Weekender Management's damage protection is automatically included as part of our management service—owners do not pay a separate premium for this coverage directly, as it is funded by a portion of the rental revenue built into the Guest's accommodation fare. (Any other provision of these Terms & Conditions and the Management Agreement notwithstanding, Weekender Management may modify the fee paid by the Guests through their accommodation fare or other fees without notice.)

### Monthly Proration of Coverage Limit

Weekender's Accidental Damage Protection provides up to \$10,000 of coverage per property per calendar year (\$2,500 per incident/reservation) for accidental guest-caused damage. This annual cap resets each January 1. If a property is added to the program partway through the year—or is unavailable for more than thirty consecutive days during the year (such as being taken offline for repairs or personal use)—the coverage limit for that calendar year is prorated based on the number of active, full months remaining.

For example, if a property goes live in February, the limit will be approximately \$9,167 for that year. Similarly, if a property is taken offline for February and March, the limit would be reduced by 2/12, or approximately \$8,333 for the year. The full \$10,000 cap resumes automatically on January 1 of the following year subject to the same limitations.

Please see the table below for illustrative purposes.

Start Month or Time Unavailable	Coverage Limit for the Year
January	\$10,000 (full annual limit)
February or 1 month unavailable	~\$9,167 (approx. 11/12 of annual limit)
March or 2 months unavailable	~\$8,333 (approx. 10/12 of annual limit)
April or 3 months unavailable	~\$7,500 (approx. 9/12 of annual limit)
May or 4 months unavailable	~\$6,667 (approx. 8/12 of annual limit)
June or 5 months unavailable	~\$5,833 (approx. 7/12 of annual limit)
July or 6 months unavailable	\$5,000 (approx. 6/12 of annual limit)
August or 7 months unavailable	~\$4,167 (approx. 5/12 of annual limit)
September or 8 months unavailable	~\$3,333 (approx. 4/12 of annual limit)
October or 9 months unavailable	\$2,500 (approx. 3/12 of annual limit)
November or 10 months unavailable	~\$1,667 (approx. 2/12 of annual limit)
December or 11 months unavailable	~\$833 (approx. 1/12 of annual limit)



### **Covered Damage – Qualifying Incidents:**

Except as otherwise explicitly stated herein, this program covers accidental physical damage to the Owner's property caused by a verified short-term rental Guest during their stay. "Accidental" means sudden and unforeseen damage caused unintentionally—in other words, incidents that were not deliberate or malicious. Examples of covered damage include: broken dishes or glassware, spills or stains on rugs or furniture, broken furniture due to a Guest's mishap (subject to wear and tear exceptions), damage to flooring or walls from an accident (e.g. a Guest trips and knocks over a table, denting a wall), appliance damage caused by incorrect but non-malicious use, etc. These are the types of incidents a Guest might normally be responsible for paying, but under this program the Owner can be made whole without needing to charge the Guest directly. **Note:** Damage or loss must occur during a paid Guest reservation managed by Weekender, and the Guest must have caused the damage (as opposed to inherent defects or maintenance issues). Weekender retains discretion to determine if a reported incident qualifies as "accidental Guest-caused damage" under this program.

**Exclusions – What's Not Covered:** The Accidental Damage Protection program **does not cover** certain categories of loss, consistent with industry norms for damage waivers. Notably:

- **Intentional or Gross Negligent Damage:** Any damage resulting from deliberate acts, gross negligence, or willful misconduct by the Guest is excluded. For example, vandalism, purposeful property destruction, or damage resulting from hosting an unauthorized party would not be covered. (Such incidents fall outside "accidental," and the Owner/Weekender may pursue the Guest for full damages in these cases.) However, if the event is covered by insurance, the deductible reimbursement plan described above would apply.
- **House Rules Violations:** Damage arising from breaches of rental terms or house rules is not covered. For instance, **pet damage** in a home that doesn't allow pets, smoke damage in a non-smoking property, or damage from an unapproved Guest or activity would be excluded. These scenarios often involve gross negligence or rule-breaking, so they are treated separately (the Guest can be held liable directly). Pet damage, beyond normal wear and tear, for properties that do allow pets is covered.
- **Violations of an Ordinance or Law**
- **Acts of Property Owner:** Any loss arising out of any act a Property Owner commits or conspires to commit with the intent to cause a loss.
- **Legal Damages:** Any legal damages of any kind, including punitive or exemplary damages, fines or penalties, awarded against you.



- **Theft or Missing Items:** Theft of the Owner's property by a Guest, or items that mysteriously go missing, are not covered by this program (since a theft is intentional and often difficult to prove and document). If a Guest is suspected of theft, that would be handled as a Guest liability/ law enforcement matter, not an accident. However, if there is a police report confirming a Guest's theft, Weekender can assist the owner with filing an insurance claim or pursuing the Guest, and the normal insurance deductible reimbursement rules apply.
- **Normal Wear & Tear or Maintenance Issues:** Gradual wear and tear, or damage from routine use that accumulates over time (scuffs, minor dings, scratches to flooring, loose fixtures from regular use, a piece of furniture giving out without being misused by the Guest), is not covered. The program isn't a maintenance or upkeep fund —it's meant for discrete accidental incidents. Similarly, mechanical or system failures (e.g. HVAC stops working, plumbing leak not caused by Guest action) are not covered, as those are typically maintenance or insurance issues unrelated to Guest behavior.
- **Linens:** The regular and frequent replacement of linens due to normal wear and tear, tearing, or stains is a normal part of the short-term rental business, and their replacement are therefore not covered by this program.
- **Bodily Injury or Liability Claims:** Any injury to Guests or third parties, or liability claims against the owner (for example a Guest suing over an injury on the property), are outside the scope of this program. Those events should be covered by liability insurance (e.g. homeowner's or commercial liability policies). The damage protection fund only addresses accidental property damage to the Owner's property, not personal injuries or third-party property damage.
- **Extraordinary Events:** Catastrophic losses due to events like fire, flood, or natural disasters are not covered. Any one-off incident *above* the \$2,500 per incident/reservation cap, by definition, isn't fully covered—the program would pay out the max for that claim. Any incident that would push the annual limit above the \$10,000 cap likewise isn't fully covered—the program would pay out the max and then end for that year on that property.
- **Microorganism Exclusion:** This Protection Program does not provide protection for any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.
- **Vehicles:** Damage to any Vehicle is not covered by this Program.



## Weekender Management, Inc. Management Agreement

**Owner's Insurance and Responsibility:** This program is **not insurance** and is not a substitute for the Owner's own property insurance. Owners are **required to maintain homeowner's or landlord insurance** on the property (and liability insurance) as per our management agreement—that remains the primary coverage for large losses. Weekender's damage protection is a benefit to cover the “gap” for smaller incidents that would fall under the typical deductible or be too minor to claim. If a Guest-caused incident is significant enough to potentially file an insurance claim (for example, a fire causing \$20,000 of damage), the Owner should proceed with their insurance claim for full coverage. Weekender will reimburse up to \$1,000 of the Owner's deductible to ease the burden. The intention is that the Owner is “**made whole**” between the insurance payout and Weekender's contributions, while Weekender does not itself insure very large losses. Owners must notify Weekender if they plan to file an insurance claim for Guest damage so that our team can coordinate and provide the deductible assistance, if applicable.

### Claims Process:

Weekender Management conducts routine property inspections between Guest stays and will, at its own discretion, identify and address any covered losses discovered during these inspections. In such cases, Weekender will initiate and manage the claims process without requiring involvement from the property owner. (Please note: Damage occurring before the implementation of this program—which, for purposes of these Terms & Conditions is May 15, 2025—are not covered.)

However, due to the nature of short-term rentals, **not all damage or loss may be readily discoverable** during inspections. Items such as concealed damage or issues occurring in less-trafficked areas may reasonably go undetected. Weekender Management cannot guarantee that every instance of covered damage will be identified without input from the Owner.

If the Owner becomes aware of a covered loss that may not have been previously identified—whether during a personal visit, through communication with a Guest, or by other means—they should report it to Weekender Management as soon as possible. While we do not impose a strict reporting deadline, prompt notice is essential. Delays may make it more difficult to verify the circumstances and determine the responsible party, which may affect eligibility for reimbursement.

Weekender will review any such owner-reported damage in good faith, determine whether the incident falls within program coverage, and proceed with repairs or replacement as appropriate. The goal is to ensure owners are made whole for covered Guest-caused damages, whether identified by our team or brought to our attention by the Owner.

### Repair and Replacement Procedure

Except as specifically provided in the case of insurance deductible reimbursement, this program is **not a reimbursement plan**. Property owners are not expected to and should not arrange for repairs or replacements themselves for covered damage.



Instead, upon identification of a covered loss, **Weekender Management will take full responsibility for initiating, coordinating, and conducting necessary repairs or procuring suitable replacement items.** This includes sourcing qualified vendors, managing scheduling, and covering the costs directly from the damage protection fund.

Weekender reserves the right to determine whether repair or replacement is the appropriate remedy, as well as to select materials or items of comparable quality and functionality. Owners will be notified of any substantial repairs or replacements, but no action is required on their part unless specifically requested for input or access.

By design, this approach ensures consistency, cost-efficiency, and prompt resolution, while minimizing disruption to the property's rental readiness.

### **Items of Exceptional Value**

This program does **not cover items of exceptional or extraordinary value**, including but not limited to jewelry, watches, cash, coin or stamp collections, fine art, antiques, or other collectibles. Property owners are strongly discouraged from keeping such items at any short-term rental property managed by Weekender Management.

Any loss, theft, or damage to such items—regardless of whether caused by a Guest or otherwise—falls outside the scope of this program and will not be reimbursed or replaced. If an owner chooses to keep items of exceptional value on-site, they do so at their own risk and should ensure those items are separately insured through an appropriate homeowner or specialty policy.

### **Weekender's Recovery Rights:**

By participating in this program, Owners understand and agree that Weekender retains the **right of subrogation/recovery** for any payments it makes under the damage protection. This means if Weekender reimburses an Owner for Guest-caused damage, Weekender may, at its discretion, seek to recover those costs from the responsible Guest or any other liable party.

Practically, Weekender will decide on a case-by-case basis whether to pursue the Guest for payment. Factors include the nature of the damage, whether it was truly accidental or due to negligence, and maintaining good Guest relations. If the damage was clearly accidental and minor, we will typically *not* charge the Guest (as a courtesy, since the program covered it). However, if the damage was due to significant carelessness—or if the cost is high—we may charge the Guest's credit card or otherwise bill them **even after bearing the expense of correcting the issue.** This helps recoup the fund's losses and deter reckless behavior. The previous provision notwithstanding, Weekender Management reserves the right to pursue recovery through any damage protection program offered by an Online Travel Agency (e.g., Airbnb's Aircover).



**Important:** Owners receive this benefit regardless of whether the Guest ultimately pays or not—once we've covered an issue, we will not ask the Owner to refund us if the Guest refuses to pay or if recovery efforts fail. (The only exception would be if later we found the claim to be fraudulent or not Guest-caused at all.) Any amount recovered from the Guest or their insurance will belong to Weekender (since the Owner has already been made whole).

Owners agree to support Weekender in recovery efforts as reasonably needed—for example, providing a statement or evidence if we pursue the Guest for damages.

Weekender also reserves the right *not* to pursue a Guest, at our discretion. In all cases, we handle communications with the Guest regarding damages, so the Owner does not need to get involved in uncomfortable collections discussions.

### **No Waiver of Exclusions**

From time to time, at its sole discretion, Weekender Management may elect to cover a loss that would otherwise be excluded under this Protection Program. Any such discretionary decision to provide coverage does not constitute a waiver of the program's exclusions, nor does it create any obligation or precedent to cover similar losses in the future. Each determination of coverage is made independently based on the specific facts and circumstances of the reported incident, and Weekender Management reserves the full right to enforce all exclusions set forth in these Terms & Conditions at any time.

### **Nature of the Program (Disclaimer):**

The Weekender Accidental Damage Protection is **a service provided by Weekender Management as the management company, not an insurance policy**. It is an internal guarantee to our owners that we will cover certain accidental damage costs, funded by a fee built into Guest charges. This program therefore does not involve an insurance contract, and no insurance carrier is underwriting the coverage. It is essentially a **damage waiver/guarantee** benefit of our management service. Owners do not pay premiums directly, and no claims are filed with an insurance company through this program. Because it is not formal insurance, it is subject to the terms and limits described herein and does not cover every possible risk. Weekender makes no warranty that all damages will be covered—only those qualifying under these terms up to the stated limit. That said, we intend for this program to provide broad coverage for the most common types of accidental Guest damages, to give our owners peace of mind.

Finally, Weekender may **amend or cancel** this program in the future with advance notice to owners, as outlined in the Management Agreement. (For example, adjustments might be made to the fee, coverage limit, or other terms if business conditions change or if required by law.) Any changes would not be retroactive—i.e. damage that occurred while a certain policy was in place would be handled under those terms. We include these Damage Protection terms as an addendum to your Management Agreement for clarity. By continuing to use Weekender Management's



**Weekender Management, Inc.  
Management Agreement**

management services, Owners acknowledge and accept these terms. This program is provided in good faith to protect Owners' interests and maintain property condition, while also streamlining the rental process (by avoiding security deposits and minimizing small insurance claims).

**PLEASE READ THIS WEEKENDER PROTECTION PROGRAM TERMS & CONDITIONS CAREFULLY. THIS PROGRAM DOES NOT PROVIDE INSURANCE COVERAGE TO YOU. IT IS A SERVICE PROGRAM TO PROVIDE YOU WITH PROTECTION FOR LOSS OR DAMAGE TO PROTECTED PROPERTY THAT IS INCURRED DURING A RENTAL PERIOD BY AN GUEST.**

Date of Terms & Conditions: November 25, 2025